

<i>SERFF Tracking Number:</i>	<i>ARKS-125458829</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>10690 - Allied World National Assurance Company</i>	<i>State Tracking Number:</i>	<i>#1818 \$50</i>
<i>Company Tracking Number:</i>	<i>EXDO-2007-003-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella &amp; Excess</i>
<i>Product Name:</i>	<i>n/a</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: 10690 - Allied World National Assurance Company

Product Name: n/a

SERFF Tr Num: ARKS-125458829 State: Arkansas

TOI: 17.0 Other Liability - Claims  
Made/Occurrence

SERFF Status: Closed

State Tr Num: #1818 \$50

Sub-TOI: 17.0020 Commercial Umbrella &  
Excess

Co Tr Num: EXDO-2007-003-F

State Status: Fees verified and  
received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith  
Roberts, Brittany Yielding

Author:

Disposition Date: 02/14/2008

Date Submitted: 01/28/2008

Disposition Status: Approved

Effective Date Requested (New):

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

26

## General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/14/2008

State Status Changed: 02/14/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: ARKS-125458829 State: Arkansas  
Filing Company: 10690 - Allied World National Assurance State Tracking Number: #1818 \$50  
Company  
Company Tracking Number: EXDO-2007-003-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: n/a  
Project Name/Number: /

NA NA, NA@NA.com  
NA (123) 555-4567 [Phone]  
NA, AR 00000

**Filing Company Information**

10690 - Allied World National Assurance CoCode: 10690 State of Domicile: New Hampshire  
Company  
25 Chestnut Street Group Code: Company Type: Property &  
Casualty  
Suite 105  
Haddonfield, NJ 08033 Group Name: State ID Number:  
(856) 216-0220 ext. [Phone] FEIN Number: 02-0493244  
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<i>SERFF Tracking Number:</i>	<i>ARKS-125458829</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>10690 - Allied World National Assurance</i>	<i>State Tracking Number:</i>	<i>#1818 \$50</i>
	<i>Company</i>		
<i>Company Tracking Number:</i>	<i>EXDO-2007-003-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella &amp; Excess</i>
<i>Product Name:</i>	<i>n/a</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No



State: *Arkansas*

State Tracking Number: #1818 \$50

*Product Name:* n/a

## Disposition

SERFF Tracking Number: ARKS-125458829 State: Arkansas  
Filing Company: 10690 - Allied World National Assurance State Tracking Number: #1818 \$50  
Company  
Company Tracking Number: EXDO-2007-003-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: n/a  
Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	ARKS-125458829		No

<i>SERFF Tracking Number:</i>	<i>ARKS-125458829</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>10690 - Allied World National Assurance</i>	<i>State Tracking Number:</i>	<i>#1818 \$50</i>
	<i>Company</i>		
<i>Company Tracking Number:</i>	<i>EXDO-2007-003-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella &amp; Excess</i>
<i>Product Name:</i>	<i>n/a</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125458829 State: Arkansas  
Filing Company: 10690 - Allied World National Assurance State Tracking Number: #1818 \$50  
Company  
Company Tracking Number: EXDO-2007-003-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: n/a  
Project Name/Number: /

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** ARKS-125458829

02/14/2008

### Comments:

### Attachments:

ARKS-125458829 1.pdf

ARKS-125458829 2.pdf

ARKS-125458829 3.pdf



**Edith Roberts**Approved until withdrawn  
or revoked

**From:** Jennifer Waldron [JenB@westmontlaw.com]  
**Sent:** Tuesday, February 12, 2008 1:24 PM  
**To:** Edith Roberts  
**Cc:** Wilkens, John; Colonna, Karen; Wes Pohler; Nancy Stepanski; Sherri Penn; Meghan Slenkamp; Mary Lenti  
**Subject:** RE: EXDO-2007-003-F

Arkansas Insurance Department  
By: *SL*

FEB 12 2008

Dear Ms. Roberts:

This is in reply to your 2/7/08 e-mail (below) regarding the above referenced submission.

The Company hereby confirms that they will comply with AID Order 98-5, that the minimum limits of liability will be no less than \$500,000 and that a signed consent form will be sent to the insured for their acknowledgement that the limit of liability may be reduced by defense costs.

I hope this reply has satisfactorily addressed your concern. Feel free to contact me if you have any questions or require additional information. Thank you for your careful and continued attention to this submission.

Sincerely,

**Jennifer Waldron**  
**Westmont Associates, Inc.**  
**(856) 216-0220**  
**(856) 216-0303 (Fax)**

---

**From:** Edith Roberts [mailto:Edith.Roberts@arkansas.gov]  
**Sent:** Thursday, February 07, 2008 3:25 PM  
**To:** Jennifer Waldron  
**Subject:** EXDO-2007-003-F

February 7, 2008

Re: Allied World National Assurance Company  
Excess Directors and Officers Liability Insurance Program - Forms  
Filing # EXDO-2007-003-F

Dear Ms. Waldron:

Please confirm that this program will comply with AID Order 98-5 for exemption of defense outside the limits of liability requirements of AR Code Anno 23-79-307 (5) (A), and that the minimum limits of liability will be no less than \$500,000 and that a signed consent form will be signed by the insured acknowledging that the limit of liability may be reduced or exhausted by payment of defense. All else is in compliance.

Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,  
Edith Roberts  
edith.roberts@arkansas.gov  
Property & Casualty Compliance  
Arkansas Insurance Department

2/12/2008



**Edith Roberts**

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**To:** JenB@westmontlaw.com

**Subject:** EXDO-2007-003-F

February 7, 2008

Re: Allied World National Assurance Company  
Excess Directors and Officers Liability Insurance Program - Forms  
Filing # EXDO-2007-003-F

Dear Ms. Waldron:

Please confirm that this program will comply with AID Order 98-5 for exemption of defense outside the limits of liability requirements of AR Code Anno 23-79-307 (5) (A), and that the minimum limits of liability will be no less than \$500,000 and that a signed consent form will be signed by the insured acknowledging that the limit of liability may be reduced or exhausted by payment of defense. All else is in compliance.

Should you have any questions, please feel free to contact me at any of the listings below.

Sincerely,  
Edith Roberts  
[edith.roberts@arkansas.gov](mailto:edith.roberts@arkansas.gov)  
Property & Casualty Compliance  
Arkansas Insurance Department  
3rd and Cross Streets  
Little Rock, AR 72201  
fax 501-371-2748  
office 501-371-2808

2/7/2008





**WESTMONT  
ASSOCIATES, INC.**

January 10, 2008

The Honorable Julie Benafield-Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West 3rd Street  
Little Rock, AR 72201-1904

Attn: Property and Casualty Division

RE: **Allied World National Assurance Company**  
**NAIC #: 10690 FEIN #: 02-0493244**  
**Excess Directors and Officers Liability Insurance Program**  
**Form Filing**  
**Effective Date: Upon Approval**  
**Filing Number: EXDO-2007-003-F**

Dear Commissioner Benafield-Bowman:

Enclosed please find attached Allied World National Assurance Company's ("AWNAC") Excess Directors and Officers Liability Insurance Program Forms filing for your review and approval. A letter permitting Westmont Associates, Inc. to submit this filing on AWNAC's behalf is enclosed.

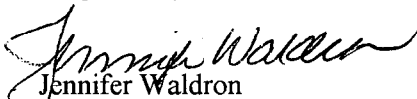
AWNAC is introducing its Excess Directors and Officers Insurance Program in your state. This is a new program and does not replace any currently filed forms. Please find attached the following information for your review:

- Excess Directors and Officers Insurance Program Policy
- Excess Directors and Officers Insurance Coverage Endorsements

Please note that a corresponding rate filing has been submitted under Company Filing #: EXDO-2007-003-R.

Your approval and/or acknowledgement of this submission is requested. Enclosed please find a self-addressed stamped envelope for a duplicate copy of this filing, evidencing your approval and/

Respectfully submitted,

  
Jennifer Waldron  
Supervisor  
jenb@westmontlaw.com

Enclosures

cc: N. Stepanski - Westmont  
J. Wilkens - AWNAC

CHK#1818  
\$50

ARKS-125458829

**RECEIVED**

JAN 14 2008

PROPERTY AND CASUALTY DIVISION  
ARKANSAS INSURANCE DEPARTMENT

defense  
with in  
limits  
conclusionary

ER



January 1, 2008

RE: Allied World National Assurance Company  
NAIC #: 10690  
FEIN #: 02-0493244  
Letter of Authorization  
Filing of Forms, Rates and Rules

**RECEIVED**  
JAN 14 2008  
PROPERTY AND CASUALTY DIVISION  
ARKANSAS INSURANCE DEPARTMENT

To Whom It May Concern:

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron and Westmont Associates, Inc. are hereby authorized to file form, rate and rule filings on behalf of the Company.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John R. Wilkens'. The signature is fluid and cursive, written over a horizontal line.

John R. Wilkens  
AVP - Senior Regulatory & Compliance Specialist

199 Water Street  
16th Floor  
New York NY 10038  
U.S.A.

T. 212 635 9300  
F. 212 635 5532

E. [info@awac.com](mailto:info@awac.com)  
[www.awac.com](http://www.awac.com)

**1. Reserved for Insurance Dept. Use Only**

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

## New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

PROPERTY AND CASUALTY DIVISION  
ARKANSAS INSURANCE DEPARTMENT

#### h. Subject Codes


ling: **RECEIVED**  
JAN 14 2008

<b>3.</b>	<b>Group Name</b>	<b>Group NAIC #</b>
	None	n/a

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Allied World National Assurance Company	NH	10690	02-0493244

5.	Company Tracking Number	EXDO-2007-003-F
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6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jennifer Waldron Westmont Associates, Inc.	Supervisor	(856) 216-0220	(856) 216-0303	jenb@westmontlaw.com
	25 Chestnut St., Suite 105 Haddonfield, NJ 08033				

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Jennifer Waldron

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0 Other Liability	
10.	Sub-Type of Insurance (Sub-TOI)	17.0020 - Commercial Umbrella/Excess	
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	N/A	
12.	Company Program Title (marketing title)	Excess Directors and Officers Liability Insurance Program	
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____	
14.	Effective Date(s) Requested	New: <input type="checkbox"/> Upon Approval	Renewal: <input type="checkbox"/> Upon Approval
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)	n/a	
17.	Reference Organization # & Title	n/a	
18.	Company's Date of Filing	1/10/08	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	

## Property & Casualty Transmittal Document ---

20.	<b>This filing transmittal is part of Company Tracking #</b>	EXDO-2007-003-F
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21.	<b>Filing Description</b>	[This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submission of Excess Directors and Officers Liability Form Filing

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]				
<table><tr><td>Check #:</td><td>1818</td></tr><tr><td>Amount:</td><td>\$50.00</td></tr></table>		Check #:	1818	Amount:	\$50.00
Check #:	1818				
Amount:	\$50.00				
<div></div>					
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.					
***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)					





## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	EXDO-2007-003-F
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	EXDO-2007-003-R

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Excess Directors and Officers Liability Insurance Following Form Policy	DO 00022 00 (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Excess Directors and Officers Liability Insurance Following Form Policy Declarations	DO 00020 00 (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	AMEND POLICY PERIOD	DO 00001 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	AMEND NAMED INSURED'S ADDRESS	DO 00002 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amend Pending or Prior Date	DO 00003 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Declarations Page	DO 00004 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Prior Acts Exclusion (included interrelated wrongful acts wording)	DO 00005 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Specific Litigation/Event Exclusion	DO 00006 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Specific Litigation/Event Exclusion (Includes SEC Filings)	DO 00007 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Specific Entity Exclusion	DO 00008 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



# FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	<b>This filing transmittal is part of Company Tracking #</b>		EXDO-2007-003-F		
2.	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		EXDO-2007-003-R		
3.	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
11	Prior Knowledge Exclusion	DO 00009 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	PROFESSIONAL SERVICES EXCLUSION	DO 00010 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Amend Definition of Loss (Delete FCPA Penalties)	DO 00011 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND NON-CERTIFIED ACTS OF TERRORISM	DO 00012 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act of 2002	DO 00014 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Run-Off Coverage Endorsement	DO 00015 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Non-Follow Form Endorsement	DO 00016 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Reliance Endorsement	DO 00017 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Amend Policy to Provide Coverage for Non-Indemnifiable Loss Only	DO 00018 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Amend Definition of Subsidiary by Adding New Entities with Prior Acts Exclusion	DO 00033 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	EXDO-2007-003-F
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	EXDO-2007-003-R

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Amend Definition of Subsidiary by Adding New Entities with Prior Acts Exclusion (includes interrelated wrongful acts wording)	DO 00034 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Prior Acts Exclusion	DO 00035 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	DO 00040 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism	DO 00041 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	State Amendatory Inconsistency	DO 00042 00 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Arkansas Amendatory Endorsement	DO 00043 03 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## ARKANSAS FORMS INDEX

Form Number	Form Title
DO 00022 00 (09/07)	Excess Directors & Officers Liability Insurance Following Form Policy
DO 00020 00 (09/07)	Excess Directors & Officers Liability Insurance Following Form Policy Declarations
DO 00001 00 (03/07)	Amend Policy Period
DO 00002 00 (03/07)	Amend Named Insured's Address
DO 00003 00 (03/07)	Amend Pending or Prior Date
DO 00004 00 (03/07)	Amend Declarations Page
DO 00005 00 (03/07)	Prior Acts Exclusion (included interrelated wrongful acts wording)
DO 00006 00 (03/07)	Specific Litigation/Event Exclusion
DO 00007 00 (03/07)	Specific Litigation/Event Exclusion (Includes SEC Filings)
DO 00008 00 (03/07)	Specific Entity Exclusion
DO 00009 00 (03/07)	Prior Knowledge Exclusion
DO 00010 00 (03/07)	Professional Services Exclusion
DO 00011 00 (03/07)	Amend Definition of Loss (Delete FCPA Penalties)
DO 00012 00 (03/07)	Exclusion of Certified Acts of Terrorism and Non-Certified Acts of Terrorism
DO 00014 00 (03/07)	Policyholder Disclosure Statement Under the Terrorism Risk Insurance Act of 2002
DO 00015 00 (03/07)	Run-Off Coverage Endorsement
DO 00016 00 (03/07)	Non-Follow Form Endorsement
DO 00017 00 (03/07)	Reliance Endorsement
DO 00018 00 (03/07)	Amend Policy to Provide Coverage for Non-Indemnifiable Loss Only
DO 00033 00 (03/07)	Amend Definition of Subsidiary by Adding New Entities with Prior Acts Exclusion
DO 00034 00 (03/07)	Amend Definition of Subsidiary by Adding New Entities with Prior Acts Exclusion (includes interrelated wrongful acts wording)
DO 00035 00 (03/07)	Prior Acts Exclusion
DO 00040 00 (03/07)	Exclusion of Certified Acts of Terrorism
DO 00041 00 (03/07)	Exclusion of Non-Certified Acts of Terrorism and Coverage of Certified Acts of Terrorism
DO 00042 00 (03/07)	State Amendatory Inconsistency
DO 00043 03 (03/07)	Arkansas Amendatory Endorsement





## ALLIED WORLD NATIONAL ASSURANCE COMPANY

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### EXCESS DIRECTORS & OFFICERS LIABILITY INSURANCE FOLLOWING FORM POLICY

In consideration of premium paid and subject to the Declarations and Endorsements made a part hereof and the terms, conditions and limitations set forth herein and therein, ALLIED WORLD NATIONAL ASSURANCE COMPANY (herein referred to as the "Insurer"), agrees as follows:

#### I. INSURING CLAUSE

The Insurer shall pay the individuals and entities insured under the Primary Policy (also referred to herein as the "Insured") for Loss after exhaustion by payments of all applicable underlying limits by either the Underlying Insurers as specified in Item 4 of the Declarations or the Insureds, subject to:

- A. the terms and conditions of the Primary Policy as in effect the first day of the Policy Period;
- B. the Limit of Liability as stated in Item 3 of the Declarations; and
- C. the terms and conditions of, and the endorsements attached to, this Policy.

Notwithstanding the above, this Policy shall not provide coverage broader than that provided by any Underlying Policy listed in Item 4 of the Declarations, or any policy issued by any participating quota share insurer, unless such broader coverage is specifically agreed to by the Insurer herein or in a written endorsement attached hereto.

#### II. TERMS AND CONDITIONS

##### A. DEFINITIONS

Terms defined in the Primary Policy are used in this Policy with the meaning assigned to them in the Primary Policy unless otherwise indicated.

"Defense Costs" shall have the same meaning as the following defined term in the Primary Policy: Defense Costs; Defense Expenses; or Claims Expenses.

##### B. PUNITIVE DAMAGES COVERAGE

This Policy shall cover punitive damages to the same extent punitive damages are covered under the Primary Policy.

##### C. PENDING OR PRIOR EXCLUSION

This Policy shall follow any exclusion in the Primary Policy regarding pending or prior litigation, administrative, regulatory or other proceedings, investigations, demands, suits, orders, decrees or judgments. The applicable date for determining whether any such matter is "pending or prior" for the purpose of such exclusion in this Policy shall be the Pending or Prior ~~Date set forth in~~ Item 5 of the Declarations.



#### D. LOSS PROVISIONS

1. This Policy shall follow the notice of claim provisions of the Primary Policy, except as stated otherwise herein.
2. Notice hereunder shall be given to the Insurer at the address indicated in Item 8 of the Declarations.
3. The Insured shall provide the Insurer with such information, assistance and cooperation as the Insurer may reasonably request and as shall be in the Insured's power to provide and shall do nothing that may prejudice the Insurer's position or potential rights of recovery.
4. The Insurer shall maintain full and complete claims control as respects its portion of any claims or Losses arising under this Policy. Only those settlements, stipulated judgments and Defense Costs which have been consented to by the Insurer, which consent shall not be unreasonably withheld, shall be recoverable as Loss under the terms of this Policy. The Insurer shall be entitled to effectively associate in the defense and the negotiation of any settlement of any claim.

#### E. REPRESENTATIONS AND WARRANTY STATEMENTS

It is a condition precedent to the Insurer's obligations under this Policy, and the Insured agrees, that all Applications, warranty statements, together with attachments and any other materials submitted for this Policy and any Underlying Policy, shall be deemed attached to and made a part of this Policy. The Insurer has relied on all such materials, representations and information as being accurate and complete in issuing this Policy.

#### F. FOLLOWING FORM

1. This Policy, except as herein stated, is subject to all terms, conditions, agreements and limitations of the Primary Policy in all respects as in effect on the date hereof. The Insured shall furnish to the Insurer copies of all proposed rewrites or changes by endorsement or otherwise to the Primary Policy. The Insured agrees that should any change to the Primary Policy be made by rewrite, endorsement or otherwise, this Policy shall not be changed without the prior written consent of the Insurer, which consent shall be at the sole discretion of the Insurer. It is further agreed that should any change of this Policy be consented to by the Insurer, then the premium hereon may be adjusted accordingly.
2. In the event of the depletion of the limits of liability of the Underlying Policy(ies) solely as a result of payment of losses covered thereunder, by the Underlying Insurers and/or the Insureds, this Policy shall, subject to the Limit of Liability set forth in Item 3 of the Declarations and to the other terms of this Policy, continue to apply for subsequent Losses as excess insurance over the amount of insurance remaining under such Underlying Policy. In the event of the exhaustion of all of the limits of liability of such Underlying Policy(ies) solely as a result of payment of losses covered thereunder, by the Underlying Insurers and/or the Insureds, the remaining limits available under this Policy shall, subject to the Limit of Liability as set forth in Item 3 of the Declarations and to the other terms of this Policy, continue for subsequent Losses as primary insurance and any retention specified in the Underlying Policy shall be imposed under this Policy.

3. The Insurer's obligations under this Policy shall not be increased, expanded or otherwise changed, nor shall the Insurer drop down for any reason, including but not limited to the receivership, insolvency, or inability or refusal to pay of any Underlying Insurer, the cancellation of any Underlying Policy or the existence of a sub-limit of liability in any Underlying Policy. In the event of the receivership, insolvency, or inability or refusal to pay of any Underlying Insurer, or the cancellation of any Underlying Policy, the Insured may pay any losses otherwise payable under such Underlying Policy and such payments by the Insured shall be deemed to apply toward exhaustion of the limits of liability of the Underlying Policy for purposes of coverage under this Policy. In the event a sub-limit of liability exists in the Underlying Policy, any payments of Loss that are subject to such a sub-limit shall be deemed to apply toward exhaustion of the limits of liability of the Underlying Policy for purposes of coverage under this Policy.

#### G. CANCELLATION OF UNDERLYING POLICY

The Insured shall give notice to the Insurer as soon as practicable of the cancellation of any Underlying Policy.

In the event any Underlying Policy shall be cancelled by the insurer thereon (other than for non-payment of premium), this Policy shall continue in full force and effect for the remainder of the Policy Period and the Insurer shall be liable to the same extent that it would have been liable if such Underlying Policy had remained in effect.

#### H. CANCELLATION CLAUSE

This Policy shall follow the cancellation terms of the Primary Policy except that in the event the Insurer cancels this Policy for non-payment of premium, this Policy shall be void as of the inception date of the Policy Period.

#### I. ALTERNATIVE DISPUTE RESOLUTION PROCESS

Any and all disputes or differences which may arise under this Policy, whether arising before or after termination of this Policy, including any determination of the amount of Loss or the formation and validity of this Policy, shall be subject to the alternative dispute resolution process ("ADR") set forth in this clause.

Either the Insurer or the Insureds may elect the type of ADR discussed below; provided, however, that the Insureds shall have the right to reject the Insurer's choice of ADR at any time prior to its commencement, in which case the Insureds' choice of ADR shall control.

The Insurer and Insureds agree that there shall be two choices of ADR: (1) non-binding mediation administered by the American Arbitration Association, in which the Insurer and Insureds shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules; or (2) arbitration submitted to the American Arbitration Association under or in accordance with its then-prevailing Commercial Arbitration Rules, in which the arbitration panel shall be composed of three disinterested individuals. In either mediation or arbitration, the mediator(s) or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute.

The mediator(s) or arbitrators shall also give due consideration to the general principles of the



law of the state where the Named Insured is incorporated in the construction or interpretation of the provisions of this Policy; provided, however, that the terms, conditions, provisions and exclusions of this Policy are to be construed in an even-handed fashion in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators' award shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least one-hundred-twenty (120) days shall have elapsed from the date of the termination of the mediation. In all events, each party shall share equally the expenses of the ADR.

Either choice of ADR may be commenced in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 1 of the Declarations as the address for the Named Insured. The first Named Insured shall act on behalf of all Insureds in selection of the ADR in accordance with this clause.





ALLIED WORLD NATIONAL ASSURANCE COMPANY  
225 Franklin Street, Boston, MA 02110 • Tel. (857) 288-6000 • Fax (617) 556-8060

EXCESS DIRECTORS & OFFICERS LIABILITY INSURANCE  
FOLLOWING FORM POLICY

POLICY NUMBER:  
RENEWAL OF:

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

NOTICE: THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND.

DECLARATIONS

ITEM 1: NAMED INSURED:

ADDRESS:

ITEM 2: POLICY PERIOD:

From: To:  
(12:01 a.m. Standard Time at the address stated in Item 1)

ITEM 3: LIMIT OF LIABILITY:

\$  
aggregate for all coverages combined (including Defense Costs)

EXCESS OF TOTAL  
UNDERLYING LIMITS OF: \$

ITEM 4: UNDERLYING POLICIES AND INSURERS:

Primary Policy:  
Insurer

Policy Number

Limits

Policy Period

DECLARATIONS (continued)

POLICY NO.:

Excess Policy(ies):  
Insurer

Policy Number

Limits

Policy Period

ITEM 5: PENDING OR PRIOR DATE:

ITEM 6: PREMIUM: \$

ITEM 7: A. DISCOVERY PERIOD/EXTENDED  
REPORTING PERIOD PREMIUM: \_\_\_\_\_ % of premium set forth in Item 6 above  
B. DISCOVERY PERIOD/EXTENDED  
REPORTING PERIOD: \_\_\_\_\_ months

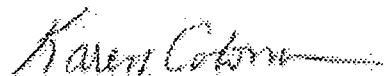
ITEM 8: ADDRESS OF INSURER FOR ALL NOTICES UNDER THIS POLICY:

ALLIED WORLD NATIONAL ASSURANCE COMPANY (U.S.) INC.  
ATTN: CLAIMS DEPARTMENT  
225 FRANKLIN STREET  
BOSTON, MA 02110

In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



President



Asst. Secretary

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

### AMEND POLICY PERIOD

It is understood and agreed that Item 2 of the Declarations, POLICY PERIOD, is deleted in its entirety and replaced with the following:

ITEM 2. POLICY PERIOD: From: To:  
(12:01 a.m. standard time at the address stated in Item 1)

It is further understood and agreed that any claim(s) made during the Policy Period or the amended or extended Policy Period shall be subject to the one aggregate Limit of Liability stated in Item 3 of the Declarations.

Additional Premium: \$ \_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

## AMEND NAMED INSURED'S ADDRESS

It is understood and agreed that Item 1 of the Declarations, NAMED INSURED, is amended by deleting the Named Insured's Address and replacing it with the following:

ADDRESS:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

### AMEND PENDING OR PRIOR DATE

It is understood and agreed that Item 5 of the Declarations, PENDING OR PRIOR DATE, is deleted in its entirety and replaced with the following:

**ITEM 5: PENDING OR PRIOR DATE:**

(insert date) as respects the first \$            of the Limit of Liability set forth in  
Item 3;

(insert date) as respects the \$            excess of the first \$            of the Limit  
of Liability set forth in Item 3;

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

#### AMEND DECLARATIONS PAGE

It is understood and agreed that Item \_\_\_\_\_ of the Declarations, \_\_\_\_\_, is deleted and replaced with the following:

ITEM \_\_\_\_\_ :

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**PRIOR ACTS EXCLUSION**  
(includes interrelated wrongful acts wording)

It is understood and agreed that Clause II. TERMS AND CONDITIONS, is amended by adding the following exclusion:

**PRIOR ACTS EXCLUSION**

This Policy shall not cover any Loss in connection with any claim alleging, arising out of, based upon, or attributable to any wrongful act(s) committed, attempted, or allegedly committed or attempted prior to *(insert date)*. This Policy shall provide coverage only with respect to wrongful acts occurring on or after *(insert date)* and prior to the end of the Policy Period and otherwise covered under the terms and conditions of this Policy. Loss arising out of the same or Interrelated Wrongful Acts(s) shall be deemed to arise from the first such same or Interrelated Wrongful Act(s).

For the purpose of this endorsement only, an "Interrelated Wrongful Act" means any Wrongful Act(s) which:

- (i) are the same, similar, related or repeated; or
- (ii) arise from the same, related or common nexus of facts without regard to whether the same or different claims, Insured(s), claimants, causes of action or venues are involved.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**SPECIFIC LITIGATION / EVENT EXCLUSION**  
(Includes SEC Filings)

It is understood and agreed that Clause II. TERMS AND CONDITIONS, is amended by adding the following exclusion:

**SPECIFIC LITIGATION / EVENT EXCLUSION**

This Policy shall not cover any Loss in connection with any claim alleging, arising out of, based upon, attributable to, or in any way involving the following:

- (i) any of the claims, notices, events, investigations or actions described below in Events (hereinafter "Event(s)");
- (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of either an Event or any claims arising from the Event; or
- (iii) any wrongful act, underlying facts, circumstances, acts or omissions in any way relating to any Event.

Events

- 1.
- 2.
- 3.

In addition, this Policy shall not cover any Loss in connection with:

A.. any restatement, retraction, amendment or revision, in part or in whole, of any:

- (i) document or statement filed or submitted or required to be filed or submitted with the SEC or any other similar federal, state or local agency (including but not limited to any 10K's, 10Q's or annual reports); or
- (ii) written or oral statement made regarding the assets, revenues, sales or financial condition of the Named Insured or any subsidiary thereof;

resulting from, arising out of, based upon or attributable to any Event or the resolution of said Event; or

- B. any claim alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an Interrelated Wrongful Act (as defined below), regardless of whether or not such claim involved the same or different Insureds, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

For the purpose of this endorsement only, an "Interrelated Wrongful Act" means: (i) any fact, circumstance, act or omission alleged in any Event; or (ii) any wrongful act which is the same as, similar to, or a repetition of any wrongful act alleged in any Event.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

#### **SPECIFIC ENTITY EXCLUSION**

It is understood and agreed that Clause II. TERMS AND CONDITIONS, is amended by adding the following exclusion:

#### **SPECIFIC ENTITY EXCLUSION**

This Policy shall not cover any Loss in connection with any claim brought by or on behalf of any entity listed below.

*(List Entity(ies))*

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

#### PRIOR KNOWLEDGE EXCLUSION

It is understood and agreed that Clause II. TERMS AND CONDITIONS, is amended by adding the following exclusion:

#### PRIOR KNOWLEDGE EXCLUSION

This Policy shall not cover any Loss in connection with any claim alleging, arising out of, based upon, in consequence of, or attributable to facts or circumstances of which any Insured had knowledge as of *(insert date)* and (i) which a reasonable person would suppose might afford valid grounds for a claim which would fall within the scope of the coverage hereunder, or (ii) which indicate the probability of any such claim.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE



Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

#### PROFESSIONAL SERVICES EXCLUSION

It is understood and agreed that Clause II. TERMS AND CONDITIONS, is amended by adding the following exclusion:

#### PROFESSIONAL SERVICES EXCLUSION

This Policy shall not cover any Loss in connection with any claim alleging, arising out of, based upon or attributable to the rendering of, or the failure to render, professional services by any Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF LOSS**  
**(Delete FCPA Penalties)**

It is understood and agreed that Loss shall not include any civil penalties assessed against any Insured pursuant to Section 2(g)(2)(C) of the Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-2(g)(2)(C).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

### **EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND NON-CERTIFIED ACTS OF TERRORISM**

A. It is understood and agreed that this policy does not apply to loss arising out of "injury or damage" caused directly or indirectly by, contributed to by, resulting from, or arising out of or in connection with:

1. An "act of terrorism", including action in hindering, controlling, preventing, suppressing, retaliating against, responding to or defending against an actual or expected "act of terrorism". "Injury or damage" is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the "injury or damage".
2. A "certified act of terrorism". "Injury or damage" is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the "injury or damage".

This exclusion also applies to an "act of terrorism" or a "certified act of terrorism":

1. That involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
2. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

In the event an "act of terrorism" or a "certified act of terrorism" involves nuclear reaction or radiation, or radioactive contamination, this exclusion supersedes any Nuclear Hazard Exclusion.

B. The following definitions are added:

1. "Injury or damage" means any "injury or damage" covered under this policy or any underlying insurance to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage as may be defined in this policy or any applicable underlying insurance.
2. An "act of terrorism" means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - i. Use or threat of force or violence; or

- ii. Commission or threat of a dangerous act; or
  - iii. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. When one or both of the following applies:
- i. The effect is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - ii. It appears that the intent is to intimidate or coerce a government, de jure or de facto of any nation or any political division thereof, or to further political, ideological, religious, social, economic or similar objectives or to express (or express opposition to) a philosophy or ideology, regardless of the amount of damages or losses.
3. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 and the Terrorism Risk Insurance Extension Act of 2005. The federal Terrorism Risk Insurance Act of 2002 and the Terrorism Risk Insurance Extension Act of 2005 set forth the following criteria for a "certified act of terrorism":
- a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or any act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**AUTHORIZED REPRESENTATIVE**

POLICYHOLDER DISCLOSURE STATEMENT  
UNDER THE  
TERRORISM RISK INSURANCE ACT OF 2002

The Insured is hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") as amended by the Terrorism Risk Insurance Extension Act of 2005, effective December 22, 2005, the Insured now has a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property; or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Insured should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by the Act is final and not subject to review. There is a \$100 billion annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For the Insured's information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays 90% of terrorism losses occurring in 2006; 85% for terrorism losses occurring in 2007 covered by the Act exceeding a statutorily established deductible that must be met by the Insurer, and which deductible is based on a percentage of the Insurer's direct earned premiums for the year preceeding the Act of Terrorism.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than Acts of Terrorism.

The Insured should know that under federal law, the Insured is not required to purchase coverage for losses caused by Acts of Terrorism.

Please indicate the selection of the Insured below.

\_\_\_\_\_ The Insured hereby elects to purchase coverage in accordance with the Act for a premium of \$\_\_\_\_\_.

\_\_\_\_\_ The Insured hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

\_\_\_\_\_  
Signature of Insured

<INSURED NAME>

\_\_\_\_\_  
Print/Title

<Policy Number>

\_\_\_\_\_  
Date

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

### RUN-OFF COVERAGE ENDORSEMENT

In consideration of the additional premium of \$ (which shall be fully earned at the inception date of this endorsement), it is understood and agreed that as of *(insert date)* (hereinafter the "Effective Date"), the Policy is amended by adding the following clause:

#### RUN-OFF COVERAGE CLAUSE

The Insured shall have the right to a period of months following the Effective Date (herein referred to as the "Discovery Period") in which to give written notice to the Insurer of any claim first made against any Insured during such Discovery Period, but solely with respect to any wrongful act occurring on or prior to the Effective Date and otherwise covered by this Policy.

Notwithstanding any other provision of this Policy, this Policy shall not provide coverage for any claim where such claim is based upon, arises from, in consequence of, or in any way involving any actual or alleged wrongful act occurring after the Effective Date.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

### NON-FOLLOW FORM ENDORSEMENT

It is understood and agreed that this Policy follows the terms and conditions of the Primary Policy (subject to the terms and conditions of this Policy), except that in no event shall this Policy follow or be construed to follow the following terms, conditions or endorsements of the Primary Policy:

*(Insert Terms, Conditions or Endorsements)*

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

### RELIANCE ENDORSEMENT

It is understood and agreed that in granting coverage under this Policy, the Insurer has relied upon the statements and representations contained in the below referenced application (including materials submitted thereto and, if such application is a renewal application, all such previous policy applications, and their attachments and materials, for which this Policy is a renewal or succeeds in time) or warranty letter as being accurate and complete.

It is further understood and agreed that the Named Insured and the Insureds represent and warrant to the Insurer that the statements and representations made in such application or warranty letter were accurate on the date such statements and representations were so given and that in connection therewith the Named Insured and the Insureds hereby reaffirm each and every statement and representation made in the below referenced application and warranty letter as accurate and complete as of *(insert date)* as if they were made to the Insurer on such date. All such statements and representations are the basis of this Policy and are to be considered as incorporated into this Policy.

It is further understood and agreed that this endorsement does not limit the effect of Clause II. E. REPRESENTATIONS AND WARRANTY STATEMENTS, of this Policy.

DOCUMENT

CARRIER

DATE SIGNED

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE



Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND POLICY TO PROVIDE COVERAGE FOR  
NON-INDEMNIFIABLE LOSS ONLY**

It is understood and agreed that, notwithstanding any other provision in this Policy to the contrary, the coverage provided by this Policy is limited to Loss of a natural person Insured for which the Named Insured, or any subsidiary thereof, has not indemnified or is neither permitted nor required to indemnify the natural person Insured pursuant to law, contract or its charter, by-laws, operating agreement or similar document.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE



Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF SUBSIDIARY BY  
ADDING NEW ENTITIES WITH PRIOR ACTS EXCLUSION**

In consideration of the additional premium of \$\_\_\_\_\_, it is hereby understood and agreed that the term Subsidiary shall include any entity listed below; however, such entity is a Subsidiary only with respect to any Wrongful Act committed or allegedly committed after the entity's corresponding date listed below and prior to the time that such Subsidiary ceased to be a Subsidiary.

ENTITY

DATE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF SUBSIDIARY BY  
ADDING NEW ENTITIES WITH PRIOR ACTS EXCLUSION  
(includes interrelated wrongful acts wording)**

In consideration of the additional premium of \$\_\_\_\_\_, it is hereby understood and agreed that the term Subsidiary shall include any entity listed below; however, such entity is a Subsidiary only with respect to any wrongful act committed or allegedly committed after the entity's corresponding date listed below and prior to the time that such Subsidiary ceased to be a Subsidiary. Loss arising out of the same or Interrelated Wrongful Acts(s) shall be deemed to arise from the first such same or Interrelated Wrongful Act(s).

ENTITY

DATE

For the purpose of this endorsement only, an "Interrelated Wrongful Act" means any wrongful act(s) which:

- (i) are the same, similar, related or repeated; or
- (ii) arise from the same, related or common nexus of facts without regard to whether the same or different claims, Insured(s), claimants, causes of action or venues are involved.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

#### PRIOR ACTS EXCLUSION

It is understood and agreed that Clause II. TERMS AND CONDITIONS, is amended by adding the following exclusion:

#### PRIOR ACTS EXCLUSION

This Policy shall not cover any Loss in connection with any claim alleging, arising out of, based upon, or attributable to any wrongful act(s) committed, attempted, or allegedly committed or attempted prior to *(insert date)*. This Policy shall provide coverage only with respect to wrongful acts occurring on or after *(insert date)* and prior to the end of the Policy Period and otherwise covered under the terms and conditions of this Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

Endorsement No.:

This endorsement, effective:

(at 12:01a.m. Standard Time at the address of the Named Insured as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

### ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance coverage provided under the EXCESS DIRECTORS & OFFICERS LIABILITY INSURANCE FOLLOWING FORM POLICY.

- A. It is understood and agreed that Paragraph H. CANCELLATION CLAUSE of Clause II. TERMS AND CONDITIONS is deleted in its entirety and replaced by the following:

#### H. CANCELLATION CLAUSE

The Insured may cancel this Policy by mailing or delivering to the Insurer advance written notice of cancellation, stating when the cancellation will become effective.

The Insurer may cancel this Policy by mailing or delivering to the Insured at the address shown in the Declarations and to any lienholder or loss payee named in the Policy written notice at least ten (10) days prior to the effective date of cancellation if the Insurer cancels for nonpayment of premium and at least thirty (30) days prior to the effective date of cancellation if the Insurer cancels for any other reason.

If this Policy has been in effect for more than sixty (60) days, the Insurer may only cancel the Policy for the following reasons:

1. Nonpayment of premium;
2. Fraud or material misrepresentation made by or with the knowledge of the Insured in obtaining the Policy, continuing the Policy, or in presenting a claim under the Policy;
3. The occurrence of a material change in the risk that substantially increases any hazard insured against after Policy issuance;
4. Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property that substantially increases any hazard insured against under the Policy;
5. Nonpayment of membership dues in those cases in which the bylaws, agreements, or other legal instruments of the Insurer issuing the Policy require payment as a condition of the issuance and maintenance of the Policy; or
6. A material violation of a material provision of the Policy.
7. Proof of mailing will be sufficient proof of notice. The effective date of cancellation stated in the notice will become the end of the Policy Period. If this Policy is cancelled, the Insurer will send the Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Insured cancels, the refund will be 90% of pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation



becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. It is understood and agreed that the following are added to Clause II. TERMS AND CONDITIONS:

**NONRENEWAL**

If the Insurer decides not to renew this Policy, the Insurer will mail or deliver written notice of nonrenewal to the Insured at the address shown in the Declarations and to any lienholder or loss payee named in the Policy at least sixty (60) days before the expiration date of the Policy. Proof of mailing of any notice shall be sufficient proof of notice.

**RENEWAL WITH PREMIUM INCREASE**

If the Insurer decides to increase the current Policy premium by more than fifteen percent (25%), the Insurer will deliver or mail by first class mail to the Insured at the address shown in the Declarations written notice advising of the Insurer's action, which will include the amount of premium increase, if any, at least thirty (30) days before the expiration date of the Policy. Proof of mailing of any notice shall be sufficient proof of notice.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**AUTHORIZED REPRESENTATIVE**